

cut loop provisioning. Lacouture/Troy Reply, ¶ 55. That claim is simply false. After a hot cut, AT&T calls its customer to confirm the existence and quality of the service.<sup>4</sup> However, it often happens that a customer with multiple lines will not check all the lines after a cutover. Moreover, customer representatives who are responsible for doing the checking are sometimes too busy or are unaware of all the lines that are being cut over, and they inform AT&T that all lines are working properly without thorough checking. As a result, existing hot cut loop provisioning troubles may go undetected during the AT&T/customer testing, and a BA-NY provisioning trouble can be reported subsequently. Moreover, when the pre-existing hot cut loop provisioning trouble is discovered, it is often service-affecting, and BA-NY may well be the cause. Thus, AT&T's acceptance of a hot cut shortly after cutover does not

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<sup>4</sup> The NYPSC's claim that AT&T calls its customer but then waits to receive a call back is also false. NYPSC Reply, p. 30; Rubino Aff., ¶ 14. If AT&T does not reach the customer, AT&T continues to call the customer repeatedly in an effort to determine whether the customer has service. Similarly, the suggestion that AT&T does not engage in mechanized line testing is also untrue. NYPSC Reply, p. 30; Rubino Aff., ¶ 14. As I testified at the July Technical Conference, Tr. 4096-97, NYPSC Record, Tab 890 (7/30/99), AT&T uses mechanized Harris line testing on facilities where such equipment has been installed, which is approximately half our current facilities. Moreover, Staff also fails to acknowledge that Harris testing alone is insufficient to test whether BA-NY's hot cut loop provisioning has been completed successfully. Tr. 4098-99, NYPSC Record, Tab 890 (7/30/99).

foreclose the possibility that a subsequent reported trouble is the result of a BA-NY hot cut loop provisioning error.

11. In fact, the carrier-to-carrier metrics provide precisely for this kind of event. Pursuant to the NYPSC Staff's October 12, 1999 carrier-to-carrier scoring rules, see Rubino Aff., ¶ 8, Initial Aff., Att. 6, whenever a hot cut problem occurs but is not discovered and reported by the CLEC within one hour of BA-NY's hot cut completion call, it is scored not as an on-time provisioning failure, but as a hot cut loop trouble reported within 7 days under carrier-to-carrier metric PR-6-02 (the so-called "I Code"). This metric applies (1) when a hot cut results in a loop that works at cutover but develops problems shortly thereafter, and also (2) when a hot cut results in a loop that does not work at cutover but the report to BA-NY of the problem comes more than one hour after notice of completion is received, and (3) when a hot cut results in a loop that does not work at cutover but is erroneously accepted by the CLEC as a successful cut. Hence, the metrics themselves (i.e., PR-4-06 and PR-6-02) contemplate that BA-NY should be held fully responsible for all its hot cut loop provisioning failures, and CLEC acceptance of the cut does not relieve BA-NY of this responsibility.

12. BA-NY also erroneously claims that AT&T is responsible for much of the delay in restoring service to a customer. Lacouture/Troy Reply, ¶ 56. In support of this argument, it claims that AT&T takes an average 56 hours to report problems to BA-NY. BA-NY's claims are baseless. As support for its position, BA-NY cites a confidential attachment that purports to show the AT&T delay in reporting hot cut troubles. Id., Att. D. A cursory review of confidential Attachment D, however, shows that BA-NY includes in the 56-hour average the period between the completion of the hot cut and the first contact by the customer with AT&T to report the trouble.<sup>5</sup> This 56-hour average figure is clearly meaningless.<sup>6</sup>

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<sup>5</sup> For example, BA-NY cites an instance in which AT&T took 25 days to contact BA-NY about trouble on an order. BA-NY neglects to mention, however, that the customer did not report the trouble to AT&T until over three weeks after completion of the hot cut. The NYPSC focuses on the length of time it took BA-NY to clear reported troubles, and citing Rubino Exh. 6 claims that such time was often less than the time it took for AT&T to report the trouble. Rubino Aff., ¶ 14. Exhibit 6, however, does not show any pattern of AT&T taking excessive time to report troubles to BA-NY.

<sup>6</sup> In contrast to BA-NY's manufactured outages data, AT&T's data on the length of outages focuses on how long the customer was out of service.

II. The NYPSC's August Reconciliation Is Subject to the Same Infirmities as the July Reconciliation.

13. The August Reconciliation and accompanying Rubino Exh. 4 were first made public on November 8 with the NYPSC Reply.<sup>7</sup> As a result, none of the parties has had the opportunity to review and comment on the record about the August Reconciliation or the factual assessments and judgments made by the NYPSC Staff in conducting the August Reconciliation. I myself have not had the opportunity to review the August Reconciliation in depth, focusing my attention instead on the NYPSC Outage Review, as I discuss below. However, even a cursory review indicates that the NYPSC again gave BA-NY the benefit of "soft scoring" BA-NY's August performance. This soft scoring includes the same techniques that the NYPSC Staff used in the July Reconciliation to bolster BA-NY's reported on-time performance:

- The NYPSC Staff failed to include I Codes in its reported on-time measure and therefore gave an incomplete picture of BA-NY's provisioning performance;<sup>8</sup>

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<sup>7</sup> The NYPSC Staff sent me some partial information on the August data by electronic mail on Friday afternoon, November 5, but I was out of the office and did not have the chance to review it until Monday, November 8.

<sup>8</sup> The NYPSC reported an additional 19 I Codes out of 123 orders reviewed. Rubino Aff., Exh. 4. My understanding is that the

- The scoring rules created by the NYPSC Staff relating to the DD-2 dial tone check and the treatment of IDLC orders were not applied to BA-NY's August performance;<sup>9</sup>
- The NYPSC Staff failed to include as missed appointments those instances in which orders were supplemented due to inaccurate or incomplete LSRC information provided by BA-NY;<sup>10</sup> and
- NYPSC Staff scored as "met" orders where BA-NY failed to complete the hot cut within the allotted time but was determined by NYPSC Staff to be "close enough."<sup>11</sup>

14. The NYPSC Staff even changed BA-NY's reported carrier-to-carrier scoring to benefit BA-NY's alleged on-time performance. For example, for order number NYCY9908340, BA-NY had scored the order as a missed appointment due to a late cut (two hours ten minutes after frame due time). The NYPSC Staff,

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Staff did not conduct a reconciliation of BA-NY's actual I Code performance for hot cut loops provisioned in August for AT&T orders or those of any other CLEC.

<sup>9</sup> See, e.g., NYCY9908277 (BA-NY did not advise AT&T of customer's IDLC facilities until the 8/9 due date and thus was not entitled to four-hour window), NYCY9908568 (same).

<sup>10</sup> See, e.g., NYCY9907689 (July 29 and August 9 due dates missed due to incorrect LSRC from BA-NY); NYCY9907049 (August 9 due date missed due to incorrect LSRC from BA-NY).

however, changed the scoring to "met" because AT&T had scored the order as "met." The Staff's analysis would seemingly turn the carrier-to-carrier reporting requirements on their head by providing BA-NY a "free pass" for poor performance whenever a CLEC did not "catch" BA-NY. Yet, nothing in the carrier-to-carrier metric allows a late cut to be scored as "met" solely because the affected CLEC had failed to record the event.

15. Another example of the NYPSC Staff's favoring BA-NY in the August Reconciliation involves the submission of additional information. During the August reconciliation, NYPSC Staff told me that they had informed BA-NY that it had failed to provide supporting information and that they had requested additional information from BA-NY on particular orders. At no point, however, did anyone from the NYPSC Staff indicate to me that AT&T had failed to submit necessary information. Yet the August Reconciliation makes clear that several orders are scored as "met" because AT&T had failed to provide an LSR or LSRC to support its claims. See, e.g., Rubino Aff., Exh. 4, No. 19 (NYCY9907620), No. 51 (NYCY09908381); No. 56 (NYCY9908498). AT&T's hard copy LSRs and LSRCs for these orders that apparently were inadvertently not furnished to the NYPSC Staff show that

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<sup>11</sup> See, e.g., NYCY9909338 (NYPSC Staff scored as met after it was completed "only" five minutes late).

Staff's scoring in those instances was plainly incorrect. If I had been told that AT&T needed to provide additional information to support its positions, I could easily have done so. Unlike BA-NY, however, AT&T was not given that opportunity.

16. I am confident that I could develop additional examples of instances in which the NYPSC tilted the scoring to improve BA-NY's on-time performance in the August Reconciliation. However, given the fact that such information was not submitted until November 8, my understanding of the Commission's rules is that it should not be considered by this Commission at this time. If, on the other hand, the Commission decides to change its rules and consider this information, parties should be afforded the opportunity to conduct a full analysis of the data underlying the August Reconciliation and to present that information to the Commission, so that the August Reconciliation can be considered in light of all the relevant evidence.

### III. The NYPSC Outages Review Is Riddled with Errors and Should Not Be Considered by this Commission.

17. AT&T has submitted evidence here that 170 of its hot cut loop customers suffered outages as a result of BA-NY provisioning errors during the period June 21-August 31. Initial Aff., ¶¶ 83-86 & Att. 11. The NYPSC Staff conducted a study of the AT&T outages data, reviewing 167 of these 170

outages. Rubino Aff., ¶ 13 & Exh. 5 & 6. The Staff claims that 75 of these outages were not caused by BA-NY provisioning errors and that AT&T's supporting information for 26 of the orders was insufficient to determine whether BA-NY provisioning errors caused the outages. Id.

18. The NYPSC Outages Review should be stricken or disregarded because it was submitted too late under the Commission's rules. It was first made public on November 8, almost three weeks after AT&T and other parties submitted their comments. Rubino Aff., ¶¶ 13-15 & Exh. 5 & 6.<sup>12</sup> The NYPSC's October 19 Evaluation mentioned a review of outages, NYPSC Eval., p. 90, but that document provided no particulars on the review. As a result, I was not able to respond substantively in my Reply Affidavit to claims about such a review. Reply Aff., ¶¶ 33-34. Those particulars became available only on November 8. As parties were not given the opportunity to fully review, evaluate, and comment upon the NYPSC Outages Review prior to its November 8 release, it should not be considered here.

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<sup>12</sup> The Rubino Affidavit includes two exhibits as part of its NYPSC Outages Study: Exh. 5 reviews data for the entire period June 21-August 31, and Exh. 6 is a separate exhibit that repeats the information for August and provides the Staff's August Reconciliation scoring. At a minimum, the NYPSC had available to it the June and July data relating to outages for months. If the NYPSC had wanted the Commission to consider its outages



19. If the NYPSC Outages Review is not disregarded, then as a matter of fundamental fairness, the Commission must consider this substantive response, which, given the extraordinarily short timeframe of a Section 271 proceeding has been compiled under serious time constraints. In short, my review shows that the NYPSC Outages Review is riddled with errors and omissions that deprive it of any evidentiary value. These errors and omissions include the failure to review completely the AT&T file information provided to NYPSC Staff and the failure to provide any analysis at all on six of the 101 disputed orders.

20. Indeed, the NYPSC Staff generally limited its review to looking (often without care) at AT&T log information. The fundamental question here, however, is not the quality of AT&T's recordkeeping but whether BA-NY was responsible for outages sustained by AT&T customers. As a result of the prior reconciliations, the NYPSC Staff had available to it information that established that BA-NY was responsible for -- and in fact admitted responsibility for -- many of the outages. To the extent that the NYPSC Staff based its determinations on AT&T's records, rather than on all the available facts relating to an

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analysis, such analysis should have been included with the Evaluation it filed on October 19.

order, the study is fundamentally flawed. Given that the central issue is whether BA-NY's hot cut loop provisioning put an AT&T customer out of service, review of the parties' prior scoring of these same orders in prior reconciliations is essential and should have been incorporated into the NYPSC Staff's analysis.

21. As a result of these and other errors, the NYPSC Staff is correct on only five of the 101 orders that it now disputes. Indeed, the evidence shows that on 52 of these 101 orders, a prior reconciliation of the same orders had established that the orders involved hot cut loops that did not work and that the customer's loss of service was the result of a BA-NY provisioning error or problem including, among other things, early cuts, frame wiring-errors, and defective BA-NY outside facilities. For many of these orders, BA-NY or the NYPSC Staff had scored the order as a service-affecting I Code or a missed appointment due to an early cut or an acknowledged hot cut loop provisioning service outage.

22. Attachment 1 to this Supplemental Affidavit contains my analysis of the NYPSC Outages Review as set forth in Rubino Exhibit 5. In Attachment 1, I include each of the 96 AT&T orders that the NYPSC Staff incorrectly denied was an outage due to a BA-NY hot cut loop provisioning error or noted with a

question mark, signifying that it could not determine whether BA-NY was responsible for the outage. The Attachment sets forth each of the 96 orders by AT&T's Purchase Order Number ("PON"), and then lists: the due date ("DD"); the date of the outage; the NYPSC Staff's description of the issue; the Staff Notes on the order; the Staff's determination whether the outage was the result of a BA-NY provisioning error; the prior scoring of the order by AT&T, BA-NY and Staff, respectively; and AT&T's analysis of the order.

23. I have organized the orders into various categories that explain the NYPSC Staff's errors and describe the basis for AT&T's conclusion with respect to each. The final column of Attachment 1 lists the categories that apply to each order, and a summary of the categories and the frequency of their occurrence is included with Attachment 1. (A number of orders fall into multiple categories.) The categories are set out below with illustrative examples of orders for each category. As these categories make clear, in most instances, evidence was readily available from prior reconciliations and other reviews that established the correctness of AT&T's position.

24. The categories of errors in the NYPSC Staff's analysis are as follows:

- Staff previously determined explicitly that AT&T's documented service outage resulted from BA-NY's hot cut loop provisioning error.

Examples:

NYCY9909772: In the NYPSC Outages Review, the NYPSC Staff claims that it could not determine the basis for the outage but in a prior reconciliation had scored the order as a missed appointment due to "early cut."

NYCY9905921: The NYPSC Staff claims that it could not determine the basis for the outage but in a prior reconciliation had scored the order as a missed appointment because "BA failed to provide timely concurrence on LNP." As a result, the customer could not receive incoming calls. This is an example of an order that BA-NY agreed during the July Technical Conference to score as a "miss" once the order was completed, but then originally scored the order as "met" in July until it was reminded of its prior commitment to score the order as a "miss."

- BA-NY previously acknowledged explicitly that AT&T's documented customer service outage resulted from BA-NY's hot cut loop provisioning error.

Examples:

NYCY9906599: The Staff stated that this situation did not involve an outage caused by a BA-NY provisioning error. However, in the July Technical Conference, BA-NY had agreed to score this order as a "miss" because of "rep error in writing order." The BA-NY representative had written up the order as an LNP-only order without facilities, and the customer lost service as a result.

NYCY9906632: The NYPSC Staff claims that it could not determine the basis for the outage, but in a prior reconciliation BA-NY had agreed to score this order as a "miss" due to "an early cut." This is another example of an order that BA-NY agreed during the July Technical Conference to score as a "miss" once the order was completed, but then originally scored the order as "met" in July.

- Staff previously determined to treat AT&T's documented customer service outage as an I Code.<sup>13</sup>

Examples:

NYCY9907293: The NYPSC Staff claims that it could not determine the basis for the outage, but the order was scored as an I Code by the NYPSC Staff itself in a prior reconciliation. AT&T's log provided to the Staff states that BA-NY had told AT&T that the problem was a short in the cross connect at the frame.

NYCY9907569: The Staff stated that this situation did not involve an outage caused by a BA-NY provisioning error. The Staff had scored this order as an I Code in July; BA-NY had agreed in an electronic mail message to AT&T dated August 18 during an AT&T/BA-NY Reconciliation that the outage was the result of a BA-NY's outside facility problem.

- BA-NY previously determined to treat AT&T's documented customer service outage as an I Code.<sup>14</sup>

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<sup>13</sup> As noted above, if a CLEC customer service outage is due to a BA-NY hot cut loop provisioning error, but the trouble is not reported to BA-NY until more than one hour after BA-NY's hot cut completion call, it is included in PR-6-02 as an I Code, and not in PR-4-06 as a missed appointment. Either way, BA-NY's hot cut loop provisioning error resulted in a hot cut loop that did not work and loss of service for the customer. The Staff's position that it did not have to determine who was responsible for I Codes, Rubino Aff., ¶ 8, is inconsistent with the NYPSC's statement in the February 16, 1999 Carrier to Carrier Order that tracking I Codes was important so that the NYPSC "could monitor the quality, as well as the timeliness, of [BA-NY's] hot-cut performance. This measure is important to permit competitive entry into the local market." Order Adopting Inter-Carrier Service Quality Guidelines, Docket No. 97 C 0139, reprinted in BA-NY Application, Brief Att. C, App. E, Tab 61. Accordingly, even though the scoring of I Codes must include a determination of which party is responsible for the trouble (in order to measure BA-NY's performance), the NYPSC Outages Review ignores this fact.

<sup>14</sup> In contrast with the Staff, BA-NY's acknowledgement of an order as an I Code is a clear statement that it accepts

Examples:

NYCY9906086: The Staff stated that this situation did not involve an outage caused by a BA-NY provisioning error. However, this order was scored as an I Code by BA-NY during the July Technical Conference Reconciliation. The customer had IDLC facilities and was switched over to a copper loop, but BA-NY failed to complete the disconnect portion of the order on a timely basis. AT&T's log provided to NYPSC Staff describes BA-NY's failure to complete the disconnect order.

NYCY9907170: The NYPSC Staff claims that it could not determine the basis for the outage, but BA-NY had agreed to score this order as an I Code during the July Technical Conference Reconciliation. AT&T data show that AT&T opened two trouble tickets with BA-NY, and AT&T's logs reflect statements by BA-NY that it had incorrectly provisioned the cross connects at the central office.

- AT&T's documented customer service outage could not have occurred except as a result of BA-NY's attempted hot cut to AT&T.

Examples:

NYCY9907739: The Staff stated that this situation did not involve an outage caused by a BA-NY provisioning error. This order requested a cutover of two lines of a customer's three-line service, but BA-NY carried out a hot cut on each of the customer's three lines, even though AT&T requested on the LSR that the third line not be cut. In the absence of the hot cut, the trouble with the third line would never have occurred.

NYCY9909170: The Staff stated that this situation did not involve an outage caused by a BA-NY provisioning error. This order involved a customer served by IDLC facilities. AT&T was notified of the existence of IDLC facilities 4 days after the due date. The customer was converted from IDLC facilities on the due date and lost dial tone shortly thereafter. BA-NY's outside plant facility problem caused the customer's loss of service. The problem occurred only because of BA-NY's transfer of the

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responsibility as the cause of the trouble and the associated service outage.

customer's service from IDLC to copper facilities as part of the loop hot cut. It is BA-NY's responsibility to ensure that when a customer's service is transferred from IDLC facilities to a copper loop that the new loop functions properly.

- Staff did not review all available information concerning AT&T's documented customer service outage.

Example:

NYCY9907435: The Staff stated that this situation did not involve an outage caused by a BA-NY provisioning error. The Staff's listed issue was "cut late," and the Staff justified its scoring of this order based on BA-NY's escalating its completion call after leaving a voice mail. In fact, AT&T documented a customer outage in its description of the situation, and BA-NY agreed during an AT&T/BA-NY Reconciliation that the customer outage was due to BA-NY's frame provisioning error. BA-NY's WFA logs also indicate that the one of the lines cut as part of this order was not working after the cut and was fixed at the frame. Notwithstanding this documentation, the Staff apparently never considered the customer outage.

- BA-NY defective outside facility problem caused the customer service outage.

NYCY9909957: The Staff stated that this situation did not involve an outage caused by a BA-NY provisioning error. Yet, the Staff noted that BA-NY had to fix its defective underground facility and it had already determined for its August carrier-to-carrier analysis that the hot cut loop did not work due to BA-NY's provisioning error and that AT&T had reported the outage to BA-NY within one hour of BA-NY's hot cut completion call.

NYCY9909502: The Staff stated that this situation did not involve an outage caused by a BA-NY provisioning error. Yet, the Staff recognized that the outage was caused by BA-NY's defective underground facility. When considered in light of BA-NY's explicit acknowledgement that its defective outside facilities caused AT&T customer service outages during its hot cut provisioning on a routine basis (see, e.g., for just the last two weeks in July pursuant to BA-NY August 18 electronic mail to AT&T during an AT&T/BA-NY Reconciliation, NYCY9907569, NYCY9906950, NYCY9907004, NYCY9906365, NYCY9907290,

NYCY9907876, NYCY9908006), and the Staff's prior carrier-to-carrier determination noted immediately above, the Staff's position is without merit. Moreover, contrary to the Staff's claim, AT&T's logs plainly show at least four escalations to BA-NY managers and supervisors identified either by name or title (e.g., "shift supervisor").

- BA-NY reported a no trouble found condition when it investigated outage or did not specify the nature of its acknowledged repair, yet service was restored only after AT&T opened trouble tickets with BA-NY and without change to AT&T's network.

Examples:

NYCY9908140: The Staff stated that this situation did not involve an outage caused by a BA-NY provisioning error. Customer reported no dialtone condition, and AT&T opened two trouble tickets with BA-NY. We never made any change on AT&T's network, but dialtone was restored after the second trouble ticket.

NYCY9909717: The Staff stated that this situation did not involve an outage caused by a BA-NY provisioning error. The customer reported that he could not make outgoing calls. AT&T opened a trouble ticket with BA-NY; after the trouble ticket was opened, the problem was resolved after BA-NY acknowledged that it made an unspecified repair, and customer's outgoing service was restored after trouble ticket was closed.

25. As the summary sheet on Attachment 1 shows, well over 60 of the 96 orders listed on Attachment 1 had previously been scored as missed appointments or I Codes in prior reconciliations, and the write-ups in the AT&T logs, as supplemented by the records of the various reconciliations, clearly establish that the outages were the result of BA-NY provisioning errors.



26. For the remaining disputed orders, the NYPSC apparently now seeks to characterize as "retail problems" what it previously had found to be provisioning errors. The bulk of these orders involve outages that could not have occurred except as a result of BA-NY's attempted hot cut to AT&T. The NYPSC Staff's effort to characterize these outages as "retail problems" is totally disingenuous because the outage would not have occurred except as a result of the hot cut loop cutover. Further, although the NYPSC Staff had previously scored customer service outages resulting from BA-NY's outside facility problems as provisioning errors (see, e.g., NYCY9909957), it now elects to treat these same orders as "retail problems" on the apparent belief that these problems could occur to a customer at any time. Such a view is simply inconsistent with the facts, BA-NY's acknowledged responsibility, and the NYPSC Staff's prior position. As noted above, the NYPSC Staff is correct on only five of the 101 disputed orders.<sup>15</sup>

27. I believe the analysis contained on Attachment 1 fully justifies AT&T's position on its outages data. I am prepared to

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<sup>15</sup> One order (NYCY9900020) involved AT&T's changing pairs in its switch, a second order (NYCY9909087) may involve a loss of customer service prior to the cutover, a third order (NYCB9900364) involved a customer dealing directly with BA-NY, and two orders (NYCY9905144, NYCY9907227) appear to involve disconnection for nonpayment.

meet at any time with the Commission, the NYPSC Staff, and BA-NY to review AT&T's outages data and demonstrate the correctness of AT&T's position. The obvious problem is timing: the hot cut loop provisioning process is complicated, and the Commission must complete its decisionmaking process within the 90-day period established by law. Given the lateness of the filing of the NYPSC Outages Review, the appropriate course is to strike this material to avoid prejudice to parties and to preserve the integrity of the Commission's decisionmaking process. Nevertheless, AT&T stands prepared to defend its hot cut loop provisioning data and would welcome the opportunity to discuss and review those data in any venue.

28. In the final analysis, even if one were to accept BA-NY's best case arguments as set forth in the BA-NY and NYPSC replies (which I have demonstrated in my Affidavits are incorrect), BA-NY's on-time performance is no better than 90%, and it puts 4-6% of AT&T's customers out of service. Rubino Aff., ¶¶ 9-10, 13. This best-case scenario in no way addresses the DOJ's pointed criticisms of BA-NY's hot cut loop provisioning performance, see DOJ Eval. pp 14-22, and it is still not sufficient to permit development of competition in the small and mid-sized business market. But the reality is that

BA-NY's performance is far worse than the best-case scenario painted by BA-NY and the NYPSC.

#### IV. Conclusion

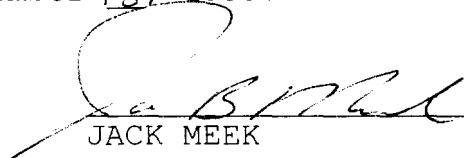
29. As set forth above and in AT&T's Motion, the foregoing information from the BA-NY Reply Comments, the Lacouture/Troy Reply, the NYPSC Reply, and the Rubino Affidavit, as well as the August Reconciliation and the NYPSC Outages Review, should either be stricken or not be considered by this Commission. If the Commission elects to consider such information, however, then the responses set forth in this Supplemental Affidavit should be considered as well, and parties should have the opportunity to make a full submission on these issues.

FCC DOCKET CC NO. 99-295  
**AFFIDAVIT OF JACK MEEK**

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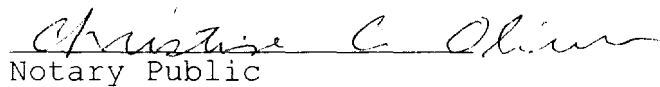
I declare under penalty of perjury that the foregoing  
is true and correct.

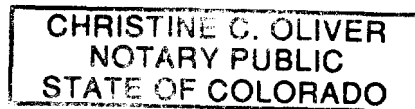
Executed on November 18, 1999.

  
JACK MEEK

Sworn to and subscribed to before me

this 18th day of November, 1999

  
Notary Public



My Commission Expires: 11-18-2000

## ATTACHMENT 1

## AT&T ANALYSIS OF NYPSC 11/8/99 REPLY EXHIBIT 5

Category	Definition	Count
A	Staff previously determined explicitly that AT&T's documented customer service outage resulted from BA's hot cut loop provisioning error.	5
B	BA previously acknowledged explicitly that AT&T's documented customer service outage resulted from BA's hot cut loop provisioning error.	20
C	Staff previously determined to treat AT&T's documented customer service outage as an "i" code.	26
D	BA previously determined to treat AT&T's documented customer service outage as an "i" code.	16
E	AT&T's documented customer service outage could not have occurred except as a result of BA's attempted hot cut to AT&T.	42
F	Staff did not review all available information concerning AT&T's documented customer service outage.	50
G	BA-NY defective outside facility problem caused the customer service outage.	17
H	BA-NY reported no trouble found condition when it investigated outage, or did not specify nature of its acknowledged repair, yet service was restored only after AT&T opened trouble tickets with BA-NY and without change to AT&T's network.	12

# AT&T ANALYSIS OF NYPSC 11/8/99 REPLY EXHIBIT 5

PON#	DD	DATE of OUT	Issue per Staff Exh. 5	Staff Notes per Exh. 5	Not wrkg. due to BA prov. err? per Staff Exh. 5	Previous ATT Score	Previous BA Score	Previous Staff Score	ATT 11/19/99 Analysis	ATT 11/19/99 Analysis Category
NYCY9900199	6/21	6/21	no dialtone	outside plant problem	N	Nt Wrkg in tech conf	I-Code in Tech conf		Reason for BA-I-Code "This order had NDT condition ID on 6/10. Cut was completed as 6/18 scheduled as bad underground pairs. ID on 6/22 and repaired."	B, D, G
NYCY9904203		8/6	static, ring no answer		N	Miss in Aug	Miss in Aug	N/A	BA Reason for Miss "1 Item. FDT: 0800. Missed conversion window. Late turn up at 0908." We opened 4 TT with BA. We confirmed all lines were OK on FOC call to cust. BA told us they repaired bad BA underground and network terminating wire was not hooked up. Aftr all this cust still not wrkg. Our harris test concluded that BA had on wrong pair. This is reflected in our logs supplied to staff.	E, F
NYCY9905247	7/9	7/9	TNs were reversed	telephone numbers were reversed, AT&T swapped in switch to bring cust up; not clear who was right	?	I-Code in July	??	Supp - CFA in Tech conf	Staff did not reconcile ATT scored I-Codes in July. Staff Reason for supp CFA in tech conf "TNs reversed (on DD) " ATT issue was not TN's reversed it was X-connects were reversed. BA cut to wrong pairs according to LSRC. We changed in our switch rather than escalating for hours. This is reflected in our logs supplied to staff.	E, F
NYCY9905465	7/13	7/13	no dialtone	not clear from notes which side had problem	?	Miss in July	Met in July but agreed to I-Code in Tech conf. Chngd to I-Code for July	I-Code in July	ATT order presented in July technical conference as factually, hot cut loop did not work due to BA-NY's provisioning error. BA-NY and Staff concurred i code.	C, D
NYCY9905521	7/30	7/30	no dialtone	BA notified of problem 8/2 @ 15:35, closed 8/3 @8:32 NTF	N	I-Code in July	??	N/A	Staff did not reconcile ATT scored I-Codes. We opened a TT with BA and BA never called us back to close TT. When we called cust next day cust said all is working now. We called BA and they sd TT closed NTF, but no change made to ATT's network.	H
NYCY9905672	7/27	7/27	no dialtone	not clear what the problem was	?	Miss in July	Miss in July	N/A	BA Agreed to Miss. Cut 2 hrs late, not wrkg aftr cut, snapped cust back to BA. BA also agreed via e-mail to ATT on August 18th during an ATT/BA-NY data reconciliation that cust outage was due to BA's frame provisioning error.	B
NYCY9905848	7/13	7/13	ring no answer, then no dialtone	notes indicate problem with underground facilities	N	Miss	Met in July but agreed to I-Code in Tech Conf. Chngd to I-Code for July	I-Code in July	ATT order presented in July technical conference as factually, hot cut loop did not work due to BA-NY's provisioning error. BA-NY and Staff concurred i code.	C, D, G

# AT&T ANALYSIS OF NYPSC 11/8/99 REPLY EXHIBIT 5

PON#	DD	DATE of OUT	Issue per Staff Exh. 5	Staff Notes per Exh. 5	Not wkng. due to BA prov. err? per Staff Exh. 5	Previous ATT Score	Previous BA Score	Previous Staff Score	ATT 11/19/99 Analysis	ATT 11/19/99 Analysis Category
NYCY9905921	7/2	7/2	no LNP concurrence		?	Miss in July	Met in July but agreed to Miss in tech conf. Changed to Miss for July.	Miss	ATT order presented in July technical conference as factually, hot cut loop did not work due to BA-NY's provisioning error. Staff Reason for miss " Miss, BA failed to provide timely concurrence on LNP." LNP concurrence is part of Prov process. If ba does not do concurrence than cust is out of service. We opened 11 TT's aftr the cut. BA kept closing NTF. Aftr escalating through Director, BA finally resolved wiring prblm. This is reflected in our logs supplied to staff.	A, F
NYCY9906086	7/1	7/1	ring no answer	BA notified 7/8 @ 13:23; trouble cleared 7/9 @ 12:22	N	Miss in July	Met in July but agreed to I-Code in tech conf, chngd to I code for July	I-Code in July	Staff Reason for I-Code "parties agreed in prior reconciliation" BA Reason for I-Code "IDLC cut 1300 hrs, other 3 at 1730 hrs. Supp TT on 7/2 resolved." Customer was an IDLC conversion, could not have been retail because BA changed from IDLC to copper facilities. After we opened TT BA sd that RCCC tech nvr cldd RCMC to do trigger nor work "D" order and remove from BA switch. After BA did this customer was working. This is reflected in our logs supplied to staff.	C, D, F
NYCY9906230	7/9	7/9	ring no answer	BA notified 7/12, closed ticket 7/14, customer said problem was with CPE	N	Miss in July	Met in July but agreed to I-Code in Tech conf. Chngd to I-Code for July	I-Code	Staff Reason for I-Code "parties agreed in prior reconciliation" BA Reason for I-Code "Cut cmplt'd on 7/9 per standards. Trbl first rpt'd 7/12 to BA." On 7/12 BA informed us that they never wrkd "D" order removing from BA switch and setting triggers. BA fixed this. BA also sd that loop order number (C2BD8791-01) was not on file but the other loop order number was. We opened 2 TT's, BA finally restored cust after escalating. This is reflected in our logs supplied to staff.	C, D, F
NYCY9906308	7/26	7/26	no dialtone		?	Miss in July	Met in July	Supp	Staff Reason for Supp "no evidence of a cut on 7/26," Yet, both BA and ATT agreed it was cut and logs state such (inclng BA chcklst). BA also agreed via e-mail to ATT on August 18th during an ATT/BA-NY data reconciliation that cust outage was due to BA's provisioning error.	B, F
NYCY9906364	6/28	6/28	ring no answer	AT&T ring generator problem, AT&T switch problem, and bad BA underground all played a role in this	N	Not reported	BA agreed to I-Code in Tech conf	N/A	ATT order presented in July technical conference as factually, hot cut loop did not work due to BA-NY's provisioning error. BA agreed to I-Code in tech conf. BA reason for I-Code "Cut was sched for 6/28 and completed. Supp troubles with X-connect and bad underground. Ultimately completed as NYCY9905744."	B, D, G



# AT&T ANALYSIS OF NYPSC 11/8/99 REPLY EXHIBIT 5

PON#	DD	DATE of OUT	Issue per Staff Exh. 5	Staff Notes per Exh. 5	Not wkng. due to BA prov. err? per Staff Exh. 5	Previous ATT Score	Previous BA Score	Previous Staff Score	ATT 11/19/99 Analysis	ATT 11/19/99 Analysis Category
NYCY9906365	7/22	7/22	no dialtone		?	I-Code in July	I-Code	N/A	BA agreed via e-mail to ATT on August 18th during an ATT/BA-NY reconciliation that cust outage was due to BA's outside facilities problem. Staff did not reconcile ATT scored I-Codes	B, D, G
NYCY9906375	7/23	7/23	not working	reviewed in 2nd reconciliation; cut ok	N	Miss in July	Met in July	Met in July	We shw we nvr rec a t/u call at all. ATT's technician referenced in BA-NY's logs was not wrkng the ord yet shws in BA t/u to him. This was reflected in the logs supplied to staff. ATT's logs reflect customer service outage due to BA-NY's provisioning error.	H
NYCY9906438	6/29	6/29	no dialtone	reviewed in 1st reconciliation; post-completion trouble, BA dispatched tech multiple times with no access before trouble finally resolved BA notified 7/12, closed 7/21	N	Not reported	Met in Tech conf	Met in Tech Conf	Staff Reason for Met "BA checklist shows NDT not resolved until after cut time; AT&T shows line cleared while testing" We opened 2 TT's with BA. BA called 6/30 at 16:26 hrs to tell us that BA fixed prblm and prblm was due to BA bad Underground pairs. This is reflected in our logs supplied to staff.	G, F
NYCY9906483	7/1	7/1	no dialtone		N	Miss in July	Met in July but agreed to I-Code in Tech conf. Chngd to I-Code for July	I-Code in July	ATT order presented in July technical conference as factually, hot cut loop did not work due to BA-NY's provisioning error. BA-NY and Staff concurred i code. BA-NY acknowledged underground facility problem as basis for i code.	C, D, G
NYCY9906599	7/1	7/1	bad outside facilities		N	Miss in July	Met in July but agreed to Miss in Tech conf. Chngd to Miss for July	N/A	BA Reason for Miss "rep error in writing order. Made it an Inp w/o facilities. All loops disconnected. Had to retrieve and restore facilities to wire to prvd service to custmr." Staff comments in Tech conf data reconcile "BA rep wrote order as LNP only"	B, F
NYCY9906600	8/11	8/11	ring no answer	reviewed in 3rd reconciliation; according to AT&T logs line tested ok and then didn't work later in the day	N	Miss in Aug	Met in Aug	I-Code in Aug	Staff reason for I-Code "per AT&T, line tested ok and then didn't work later in the day; AT&T accepted cut with index number" We opened 2 TT's with BA. Cust outage cleared after BA dispatch.	C